

## DIVISION F1

## SPECIAL CONDITIONS

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- d. Contractor shall be allowed to avoid one (1) day of charge associated with exceeding the 'Boiler Released to Operations' date, should such occur, if all materials and equipment are received and staged at IPP plant site in accordance with the approved installation plan, at least one (1) week prior to the outage start date. All boiler tubing must be received at the IPP plant site at least two (2) weeks prior to the outage start date in order to take advantage of this incentive.
  - e. For each tube or weld failure (tube leak) incident occurring at a Contractor installed tube or weld within two (2) years of installation, Contractor shall pay to IPSC the sum of \$10,000.
  - f. For each full day or portion thereof, up to a maximum of two (2) days, Contractor improves the 'Boiler Released to Operations' date specified in the Contract installation plan, Contractor shall be paid \$25,000. The maximum bonus for shortening a single unit outage shall be \$50,000.
  - g. Contractor's liability for liquidated damages will in no event exceed in the aggregate a total of 10 percent of the total Contract price. Liquidated damages shall not be assessed unless IPSC provides written notice of intent to commence liquidated damages. Payment of liquidated damages shall be the sole and exclusive remedy for identified unexcused delay, or identified unexcused performance shortfall, as the case may be. It is understood that no liquidated damages shall be assessed for delays in delivery or completion which do not affect the 'Approved Installation Schedule' milestones or operation and that the liquidated damages will be applicable only if Contractor's unexcused delay is the sole cause of delay in the completion of the Work.
9. Contract Termination:
- a. For Convenience or Security: IPSC reserves the right, by giving twenty (20) calendar days prior written notice (or such longer notice as IPSC may select) to Contractor, to terminate the whole or any part of this Contract at IPSC's convenience, whether or not Contractor is in default. IPSC also reserves the right to terminate this Contract, effective immediately upon notice, for purposes of security or safety of IPP or IPA facilities, persons who work at IPP or IPA facilities, or the public. In the event of termination for convenience, security, or safety, IPA will pay Contractor reasonable and proper termination costs (if, however, Contractor's Proposal includes cancellation charges, payment for termination costs shall not exceed the cancellation charges set forth therein). Contractor shall, after consultation with IPSC, take all reasonable steps to minimize the costs related to termination. Contractor shall provide IPSC with an accounting of costs claimed, including adequate supporting information and documentation and IPSC may, at its expense, audit the claimed costs and supporting information and documentation.